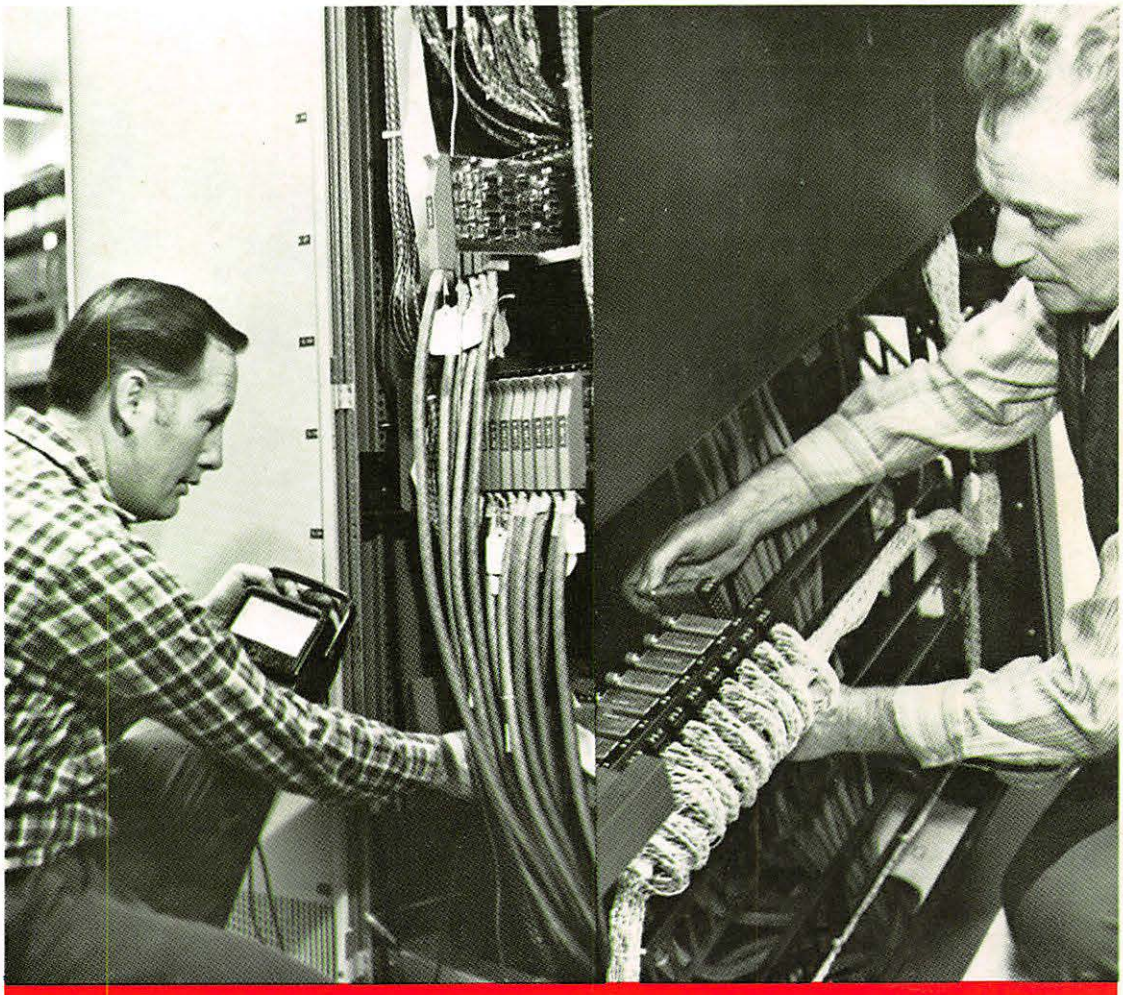
The SIGNALMAN'S Journal



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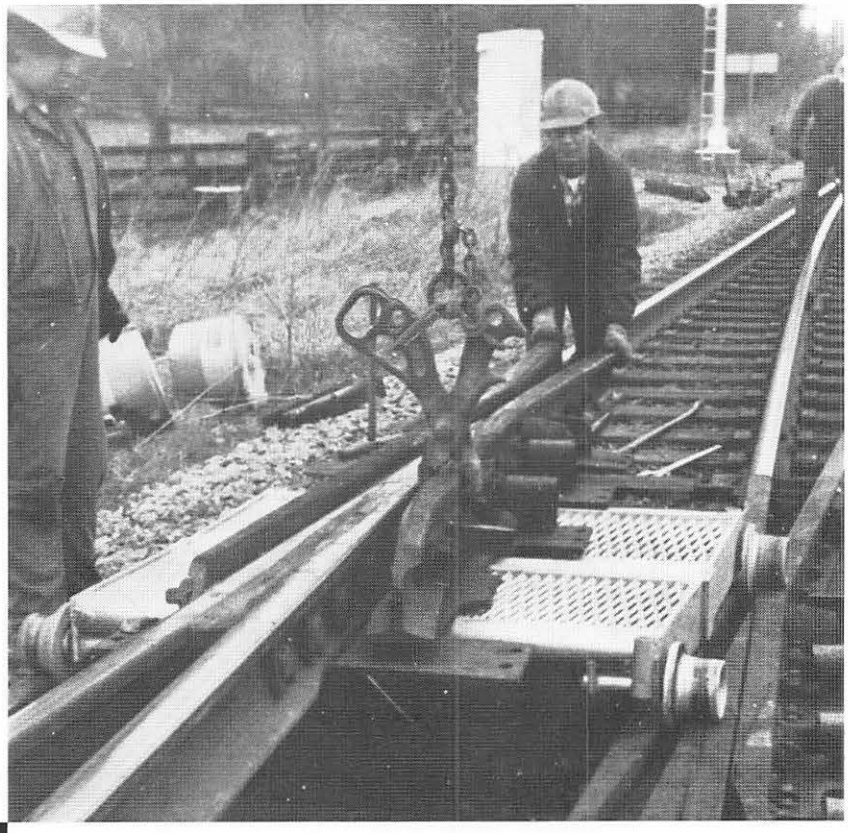

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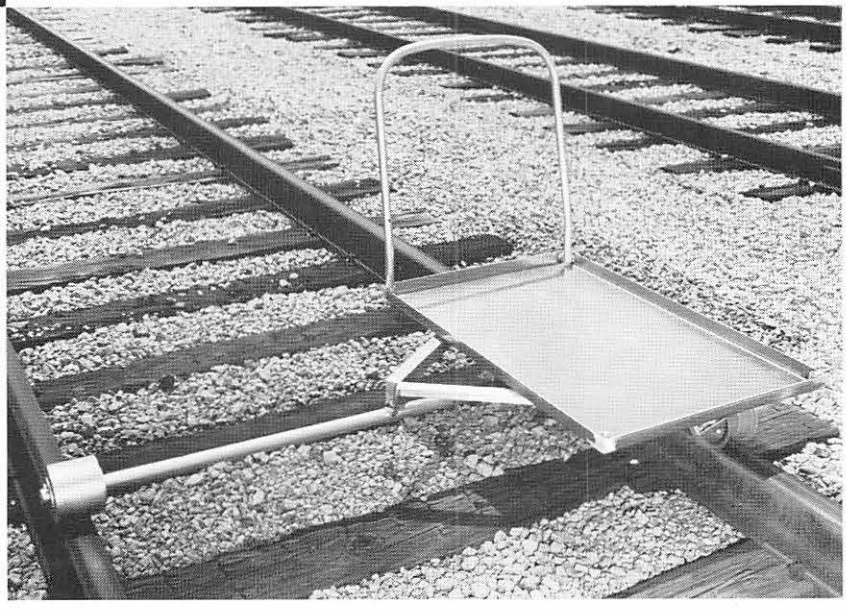

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The SIGNALMAN'S Journal

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COVER: Ronald F. Kohler, communications & signal maintainer, Penn Central, checks the power supply voltage for the computer that controls the Pittsburgh ctc area consolidation project. G. L. Sodini, c&s maintainer for PC makes a cable connection between the ctc console and the computer. This ctc project will continue under ConRail.

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Chamberlain's Message

It is not enough to merely agree among ourselves that significant safety problems exist in the railroad industry. Neither is it sufficient to simply express a willingness to find a solution to the problem. What we must accept is the fact that we must do something about it—and soon.

Accidents in the railroad industry have been on the rise in recent years. There is no question that unless significant changes are implemented in railroad operating safety, the upward trend will continue. Latest figures available for the railroad industry, as compiled by the FRA from 1974 data, indicate that nearly 31,000 accidents occurred that year resulting in more than 1900 deaths and more than 20,000 injured. Included in these numbers are 3,268 accidents at rail-highway grade crossings accounting for some 1,200 killed and 3,200 injured.

In the last decade alone, we have witnessed tremendous advances in the art of rail transportation. Despite the progress that the railroad industry has achieved, accident prevention has not kept pace. Inasmuch as we all know that railroad accidents cost in the range of hundreds of millions of dollars annually, it is difficult to comprehend why more is not being done in this area.

Not included in these figures are those intangible losses, such as future business losses resulting from shipper dissatisfaction with delays or damage to shipments and the time frame required to replace damaged equipment; increased costs of insurance resulting from a poor accident experience record; costs of detouring trains; losses from slow orders; costs of standby wrecking equipment; and numerous other cost factors which must be considered in determining actual losses from accidents.

In instances where employes or the public are also injured in accidents, medical-legal costs are often staggering, to say nothing of the suffering of those injured or killed, and with it the impact upon the victims and their dependents.

Unfortunately, history supports the fact that practically all federal railroad safety laws in existence today owe their being to the efforts of organized rail labor.

In most cases safety laws were vigorously opposed by railroad managements during the legislative processes, and their administration or implementation on being enacted into law leaves something to be desired.

Many incidents of record disclose that a major cause of accidents can be attributed to violations of safety standards and practices. To achieve efficiency of operation, work is performed with haste and an accident occurs. Thus *"safety first"* far too often is only a slogan and its relationship to reality is far removed. We would also accept the possibility that there is a tendency for some of us, probably because of our natural human traits and characteristics, to take short-cuts to expedite our work assignments, even though to do so is recognized as being unsafe.

In 1974, the FRA issued regulations requiring railroads to establish a program of instruction in operating rules and practices for employes whose activities are governed by operating rules. We believe that such regulations are a step in the right direction because many carriers provide no instruction in this area and merely issue a book of operating rules to a new employe at the time he is hired. On occasion, employes have been injured or killed because they either did not understand the rules, or in some cases, were totally unaware they were performing their work assignments contrary to the carrier's rules.

Under provisions of the Rail Safety Improvement Act of 1974, Secretary of Transportation, William T. Coleman must prepare and submit a "Comprehensive Railroad Safety Report" to the President and Congress by March 15, 1976. A consulting firm conducted an evaluation of FRA's present safety program to assist in developing the report, as well as developing approaches toward improvement and implementation of the proposed safety plan. While our organization has been a willing participant in matters of railroad safety, neither the consulting firm nor FRA sought our views when making a study of FRA's safety program.

Therefore, while we would like to be optimistic to possible

improvement of railroad safety as a result of the study, we are somewhat pessimistic due to continual organized confusion in the Federal Railroad Administration itself. The consulting firm has concluded that its evaluation of ". . . FRA's operation, thus far, indicates that FRA has generally failed to comply with its safety mission." On the other hand, some of the contents of the prepared report does indicate possible improvement of FRA in certain areas.

However, other words of wisdom in the same report, relative to carrier compliance with the RS&I state that ". . . due to the critical importance of proper signals operation, the industry has maintained an excellent record of compliance." Absolutely nothing could be any further from the truth! Our numerous complaints to FRA relative to this subject, in themselves show there is a sizeable creditability gap between some statements in the report and actual reality.

Notwithstanding FRA's intent to establish a comprehensive safety program plan, the Brotherhood of Railroad Signalmen fully intends to pursue any course which will serve to improve railroad safety. The entire railroad industry will benefit from improved safety in the long run and now more than ever it is absolutely essential that railroad labor and railroad management work closely together to accomplish this objective. There can be no compromise on safety matters. Wherever unsafe work practices and unsafe working conditions exist they must be stopped and/or corrected. Complete cooperation by all parties of interest in this most important matter will, I am confident, show significant reductions in all types of accidents. It is certainly appropriate in 1976, our Bicentennial year to make improved railroad safety a primary objective and in fact a reality.

News

Retirement Board needs pay rate reports

Some 7,000 railroad employes are not receiving the higher sickness or unemployment benefits provided by the 1975 amendments to the Railroad Unemployment Insurance Act. This is because they have not furnished the U.S. Railroad Retirement Board with the pay rate reports necessary to determine a higher daily benefit rate. While the Board has attempted to obtain pay rate reports from these railroad employes, many have not responded. As a result, their daily benefit rates are fixed at the $12.70 minimum, yielding benefits of $127 every two weeks, while the recent amendments provide daily benefit rates up to $24, yielding benefits up to $240 every two weeks. Daily benefit rates are equal to 60% of an employe's last daily rate of pay in the qualifying base year, but no more than $24 ($25 in July 1976).

Employes who have received sickness or unemployment benefits from the Board since July 1975 at the $12.70 daily benefit rate, and have not yet received a retroactive benefit increase, should complete the form shown below even if they stopped claiming benefits. The form should be mailed to the Bureau of Unemployment and Sickness Insurance, U.S. Railroad Retirement Board, 844 Rush St., Chicago, IL 60611.

Dental plan becomes effective March 1; Aetna selected

Aetna Life & Casualty will handle the National Dental Plan that was part of the national wage and benefits settlement agreed upon last January. Aetna was selected by the National Railway Labor Conference with the concurrence of 14 national railway labor organizations, to underwrite a group dental insurance policy covering more than 1.5 million railroad employes and dependents. The National Dental Plan will be paid for entirely by the railroads.

In addition to providing benefits for preventive, emergency, prosthetic and basic dental care to all insureds, plan benefits also include orthodontic work on children under 19.

1974 PAY RATE REPORT — FOR RR BOARD USE

1. NAME — 2. S.S.A. NO.

3. LAST RAILROAD WORK IN 1974

MONTH _____ DAY _____

4. RAILROAD EMPLOYER (COMPANY NAME) — 5. OCCUPATION

6. DEPARTMENT — 7. LOCATION

8. PAYRATE ON LAST DAY WORKED IN 1974 (WITHOUT OVERTIME OR EXTRA ALLOWANCES)

_____ (AMOUNT) PER _____ (HR., DAY, 100 MI., MONTH, ETC.)

9. SIGNATURE OF CLAIMANT

Close to 100 Aetna offices across the country will be available to advise the employes and their dependents as to the exact benefits available through a system of predetermination of benefits. These offices will also process claims of the employes and their dependents.

Under Aetna's processing of dental claims, more than 750 consulting dentists nation-wide will review recommended courses of treatment thereby insuring quality dental care for the beneficiaries of the plan.

The plan includes a one-year eligibility requirement for new employes. Other specifics of the plan will be explained in a booklet that is expected to be distributed by the carriers to all employes within 60 days.

C. J. Chamberlain (left), president, BofRS, shakes hands with A. R. Lowry, assistant vice-president labor relations, National Railroad Passenger Corp. after signing an agreement recognizing the BofRS as a collective bargaining agent.

Amtrak-BofRS agreement is signed

C. J. Chamberlain, president, Brotherhood of Railroad Signalmen, and A. R. Lowry, assistant vice-president, labor relations, National Railroad Passenger Corp., signed a memorandum of agreement on Nov. 24, 1975 that recognized the BofRS "as the collective bargaining agent for the craft and class of Signalmen, and the certain communication employes covered under applicable agreements." Because NRPC (Amtrak) intends to purchase the Washington-Boston line of Penn Central according to Section 601 (d) of the Regional Rail Reorganization Act of 1973, either on or after conveyance date of the properties to ConRail, an agreement with the Signalmen, among other rail unions, was essential.

The agreement was signed at BofRS headquarters in Mt. Prospect, IL.

CORRECTION: MKT official at agreement signing

Inadvertently, a mixup occurred in the caption under the picture showing Signalmen signing an agreement with the Missouri-Kansas-Texas on page 6 of the November 1975 issue of The Signalman's Journal. The gentleman, third from the left, is Calvin Keller, assistant manager of personnel, MKT, not assistant general chairman H. E. Wright. Frank J. White, general chairman, and John T. Bass, BofRS vice-president, signed for the Signalmen and Harold M. Hacker, manager of personnel, signed for the MKT.

Signalmen gained 12¢ per hour living increase in January

As of Jan. 1, 1976, Signalmen began receiving 12¢ an hour more in their paychecks. The Cost of Living Allowance under Article II of the Jan. 29, 1975 National Agreement provided for wage adjustments due to changes in the Consumer Price Index between March and September 1975. CPI rose from 157.8 to 163.6 in that period. The adjustment is made on the basis of 1¢ for every 0.4 point change in the CPI, with a maximum increase of 12¢ per hour.

For those who want to look ahead, the Consumer Price Index for March 1976 will be a benchmark in that the cost-of living allowance effective July 1, 1976 will be based on the CPI for March. If the CPI should rise considerably, the increase could be 28¢ an hour (the maximum) or 16¢ an hour more on top of the present 12¢ an hour cost-of-living allowance.

At the end of this year, Dec. 31, 1976, 75% of the COLA then being paid would be rolled into the basic rates of pay, and the remaining 25% will continue as a COLA for the next 6-month period.

Chamberlain appointed to research board

C. J. Chamberlain, president, BofRS, has been appointed to the Railroad Safety Research Board. Members come from rail labor, the carriers, rail suppliers, the AAR and FRA. Al H. Chesser, president, United Transportation Union, and Larry Cena, vice-president operations, Santa Fe, are co-chairmen.

The Board will study trends in safety, based on accident reports and investigations, and additional analyses of safety data will be made to form a basis for recommendations on new safety research programs or revisions in present programs.

Federal Sign changes its name

Federal Sign & Signal Corp. has changed its name to Federal Signal Corp. Federal Sign & Signal is the parent company of its Western-Cullen Division manufacturer of signal and comunications products for the railway industry.

Celebrate our 75th Anniversary by attending the Brotherhood of Railroad Signalmen's convention August 9-13, 1976 at Le Chateau Frontenac in Quebec City, Quebec, Canada.

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ConRail transition progressing

For signalmen, the transition from the bankrupt railroads to ConRail is proceeding smoothly. Last month agreements were signed between the Brotherhood of Railroad Signalmen and 22 acquiring carriers providing protection for signalmen. Acquiring carriers, such as Chessie System, Norfolk & Western and Southern will be offering employment to signalmen now working on the railroad lines they are purchasing. These agreements, signed in accordance with Section 508 of Public Law 93-236, the Regional Rail Reorganization Act, will also provide protection for signalmen now employed by the acquiring carriers against any adverse affects resulting from taking over rail lines of the bankrupt carriers.

Such protection is also afforded to signalmen on existing carriers where these roads obtain trackage rights or short sections of lines with no present signaling. Thus, signalmen now employed would not be adversely affected should a railroad decide to divert traffic over the trackage-rights line.

"These agreements, which we have signed," says Joseph W. Walsh, vice-president BofRS, "protect our members. For those signalmen working on bankrupt lines that will become part of ConRail (Consolidated Rail Corp.), the great majority will remain at their present locations. Some few may have to move to new locations, but moving expenses and an allowance will be paid."

The outlook for employment of signalmen following formation of ConRail should be quite good. For one thing, normal attrition via retirements and voluntary resignations are estimated to cut the work force by 6% per year. This amounts to 172 vacancies per year for communications and signal personnel, according to the United States Railway Association as stated in its manpower study in the Final System Plan. Work required for maintenance and upgrading of the present signal plant,

NOTE: As this issue goes to press, Southern Railway announced that it was not purchasing the Penn Central line on the Delmarva Peninsula. Chessie System announced it would not buy portions of the Erie Lackawanna and Reading as shown in the table below.

Agreements signed with acquiring carriers

Acquiring Carrier	Bankrupt Carrier	Lines Acquired	Agreement signed with BofRS Employment Offer	Agreement signed with BofRS No Employment Offer
Bessemer & Lake Erie	Penn Central	6 miles, Girard Jct., PA		Yes
Boston & Maine	Penn Central	35 miles, Ft. Plain-Rotterdam Jct., NY 2 miles in MA	Yes	
Burlington Northern	Penn Central	18 miles in IL		Yes
Chessie System	Erie Lackawanna	1,633 route miles lines east of Sterling, OH	Yes	
Chessie System	Reading	421 miles east of Lurgan, PA	Yes	
Chessie System	Penn Central	131 miles from Ohio River to Charleston, WV	Yes	

deprivation of employment by reason of death, retirement, resignation, dismissal or disciplinary suspension for cause, failure to work due to illness or disability, nor any severance of employment covered by subsections (d) and (e) of section 505 of this title;

(7) "employee adversely affected with respect to his compensation" means a protected employee who suffers a reduction in compensation;

(8) "transaction" means actions taken pursuant to the provisions of this Act or the results thereof; and

(9) "change in residence" means transfer to a work location which is located either (A) outside a radius of 30 miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than 30 normal highway route miles from his residence and also farther from his residence than was his former work location.

Employee Protection

Sec. 505. (a) Equivalent Position.—A protected employee whose employment is governed by a collective bargaining agreement will not, except as explicitly provided in this title, during the period in which he is entitled to protection, be placed in a worse position with respect to compensation, fringe benefits, rules, working conditions, and rights and privileges pertaining thereto.

(b) Monthly Displacement Allowance—A protected employee, who has been deprived of employment or adversely affected with respect to his compensation shall be entitled to a monthly displacement allowance computed as follows:

(1) Said allowance shall be determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last 12 months immediately prior to his being adversely affected in which he performed compensated service more than 50 per centum of each of such months, based upon his normal work schedule, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and average monthly time paid for; and, if an employee's compensation in his current position is less in any month in which he performs work than the aforesaid average compensation, he shall be paid the difference, less any time lost on account of voluntary absences other than vacations, but said protected employee shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of his average monthly time, *Provided, however,* That—

(A) in determining compensation in his current employment the protected employee shall be treated as occupying the position, producing the highest rate of pay to which his qualifications and seniority entitle him under the applicable collective bargaining agreement and which does not require a change in residence;

(B) the said monthly displacement allowance shall be reduced by the full amount of any unemployment compensation benefits received by the protected employee and shall be reduced by an amount equivalent to any earnings of said protected employee in any employment subject to the Railroad Retirement Act and 50 per centum of any earnings in any employment not subject to the Railroad Retirement Act;

(C) a protected employee's average monthly compensation shall be adjusted from time to time thereafter to reflect subsequent general wage increases;

(D) should a protected employee's service total less than 12 months in which he performs more than 50 per centum compensated service based upon his normal work schedule in each of said months, his average monthly compensation shall be determined by dividing separately the total compensation received by the employee and the total time for which he was paid by the number of months in which he performed more than 50 per centum compensated service based upon his normal work schedule; and

(E) the monthly displacement allowance provided by this section shall in no event exceed the sum of $2,500 in any month except that such amount shall be adjusted to reflect subsequent general wage increases.

(2) A protected employee's average monthly compensation under this section shall be based upon the rate of pay applicable to his employment and shall include increases in rates of pay not in fact paid but which were provided for in national railroad labor agreements generally applicable during the period involved.

(3) If a protected employee who is entitled to a monthly displacement allowance served as an agent or a representative of a class or craft of employees on either a full- or part-time basis in the 12 months immediately preceding his being adversely affected, his monthly displacement allowance shall be computed by taking the average of the average monthly compensation and average monthly time paid for of the protected employees immediately above and below him on the same seniority roster or his own monthly displacement allowance, whichever is greater.

(4) An employee and his representative shall be furnished with a protected employee's average monthly compensation and average monthly time paid for, computed in accordance with the terms of this subsection, together with the data upon which such computations are based, within 30 days after the protected employee notifies the Corporation in writing that he has been deprived of employment or adversely affected with respect to his compensation.

(c) Duration of Displacement Allowance.—The monthly displacement allowance provided for in subsection (b) of this section shall continue until the attainment of age 65 by a protected employee with 5 or more years of service on the effective date of this Act and, in the case of a protected employee who has less than 5 years service on such date, shall continue for a period equal to his total prior years of service: *Provided,* That such monthly displacement allowance shall terminate upon the protected employee's death, retirement, resignation, or dismissal for cause; and shall be suspended for the period of disciplinary suspension for cause, failure to work due to illness or disability, voluntary furlough, or failure to retain or obtain a position available to him by the exercise of his seniority rights in accordance with the provisions of this section.

(g) Moving Expense Benefits.—Any protected employee who is required to make a change of residence as the result of a transaction shall be entitled to the following benefits—

(1) Reimbursement for all expenses of moving his household and other personal effects, for the traveling expense of himself and members of his family, including living expenses for himself and his family, and for his own actual wage loss, not to exceed 10 working days. *Provided,* That the Corporation or acquiring railroad shall, to the same extent provided above, assume said expenses for any employee furloughed within 3 years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this section unless such claim is presented to the Corporation or acquiring railroad within 90 days after the date on which the expenses were incurred.

(2) (A) (i) If the protected employee owns, or is under a contract to purchase, his own home in the locality from which he is required to move and elects to sell said home, he shall be reimbursed for any loss suffered in the sale of his home for less than its fair market value. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The Corporation or an acquiring railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person.

(ii) A protected employee may elect to waive the provisions of paragraph (2) (A) (i) of this subsection and to receive, in lieu thereof, an amount equal to his closing costs which are ordinarily paid for and assumed by a seller of real estate in the jurisdiction in which the residence is located. Such costs shall include a real estate commission paid to a licensed realtor (not to exceed $3,000 or 6 per centum of sale price, whichever is less), and any prepayment penalty required by the institution holding the mortgage; such costs shall not include the payment of any "points" by the seller.

(B) If the protected employee holds an unexpired lease on a dwelling occupied by him as his home, he shall be protected from all loss and cost in securing the cancellation of said lease.

(C) No claim for costs or loss shall be paid under the provisions of this paragraph unless the claim is presented to the Corporation or an acquiring railroad within 90 days after such costs or loss are incurred.

(D) Should a controversy arise with respect to the value of the home, the costs or loss sustained in its sale, the costs or loss under a contract for purchase, loss or cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his representative, and the Corporation or an acquiring railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the employee or his representative and one by the Corporation or acquiring railroad and these two, if unable to agree upon a valuation within 30 days, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third qualified real estate appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(h) Application of Title.—Should a railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving a protected employee of benefits to which he otherwise would have become entitled under this title, the provisions of this title will apply to such employee.

Acquiring Railroads

Sec. 508. An acquiring railroad shall offer such employment and afford such employment protection to employees of a railroad from which it acquires properties or facilities pursuant to this Act, and shall further protect its own employees who are adversely affected by such acquisition, as shall be agreed upon between the said acquiring railroad and the representatives of such employees prior to said acquisition: *Provided, however,* That the protection and benefits provided for protected employees in such agreements shall be the same as those specified in section 505 of this title: *And provided further, however,* That unless and until such agreements are reached, the acquiring railroad shall not enter into purchase agreements pursuant to section 303 of this Act.

ConRail may offer additional work

In an article published in the CNJ Coupler, B. E. Britcher, general chairman, BofRS, discusses the impact of ConRail. Because of the importance of the subject and the author and the widespread interest, our thanks to Central Railroad of New Jersey's Coupler for permission to reprint this article.

The Regional Rail Reorganization Act of 1973 deals with resolving the crisis in the northeast, involving several bankrupt carriers, and sets forth the provisions under which the reorganization will take place.

With only a slight delay at the beginning, preliminary steps have proceeded on schedule and the Final System Plan (FSP) was submitted to Congress on July 26, 1975. Barring unforeseen roadblocks, ConRail will become reality around April 1, 1976.

Part of the act mandates that within thirty (30) days of the submittal of the FSP to Congress each organization will negotiate an implementing agreement with the United States Railway Association (USRA) concerning Seniority.

We have been actively engaged the past several months in these negotiations. Our deadline for agreement was August 25, 1975. Recognizing it would be virtually impossible to accomplish agreement on such a complex and important issue as Seniority by that time, we mutually agreed to a time extension.

We have been negotiating three (3) issues:

1. Establishment of new Seniority Districts.
2. How each employe's seniority will be established in the new districts.
3. What district employes will be assigned to.

This matter has been compounded because the law requires an agreement before we know what ConRail's operating divisions will be, or for that matter what the final structure of ConRail will be.

Taking the above into consideration, we have negotiated with several key purposes in mind, considering the Signal Department employes from seven (7) different bankrupt carriers will be involved.

These purposes are:

1. What will be the most fair and equitable way to establish seniority on a district roster?
2. How can we design seniority districts and assign people into them that will have the least amount of impact on them as possible?

Because negotiations are still going on, I will not go into detail concerning this, but as of this time we are pleased with the progress we have made.

A lot of people view ConRail with pessimism. I am not one of these as I am very optimistic about it. It will be good for the nation, for the railroads and other industry, for the economy and, if forecasts are correct, it will offer new challenges and additional work for Signalmen.

Upon completing the agreement, we plan to arrange meetings in various locations to explain it to our members. We hope you will attend the one held in your area which will be announced at a future date.

Title V affects retirement

Payments under Title V concerning employe protection of the Regional Rail Reorganization Act of 1973 are of importance to an employe's railroad retirement benefits. Questions and answers relating to the application of Title V were recently received from Neil P. Speirs, labor member of the Railroad Retirement Board.

Is the compensation received by a protected employe, as a monthly displacement allowance under Section 505 (b), subject to the provisions of the Railroad Retirement Act? In other words, is such compensation creditable toward the pension credits of the protected employe even though said employe may not perform any actual railroad service during the course of a full calendar month, i.e., as in the case of a protected employe deprived of employment?

A monthly displacement allowance payable to a protected employe under Section 505 (b) of the Regional Rail Reorganization Act is creditable as compensation under the Railroad Retirement Act for a particular month even though the protected employe may not actually perform any work during that month.

If the compensation (monthly displacement allowance) is creditable toward the employe's railroad retirement pension, how will the employe receive such credits in circumstances involving a time lag, i.e., time involved in processing the employe's claim?

A displacement allowance as provided under the Regional Rail Reorganization Act is creditable as compensation under the Railroad Retirement Act and the Railroad Unemployment Insurance Act and must be reported as creditable to the month to which the allowance is attributable, regardless of when the allowance is actually paid.

If an employe takes a separation allowance equal to 16 2/3 months' pay and does not work for any other employer, can he then file for unemployment benefits immediately after separation? If not, when can he file?

An employe who takes a separation allowance is disqualified under Section 4(a-1)(iii) of the Railroad Unemployment Insurance Act from receiving unemployment benefits for a period of time after the date of separation. The disqualification period begins with the day following the date of separation from service and continues for approximately for the period of time the employe would have had to work to earn an amount equal to the separation allowance. For example, if an employe takes a separation allowance equal to 16 2/3 months' pay, the disqualification period related to his separation allowance would begin on the day after the date of separation and would end approximately 16 2/3 consecutive months later.

If the employe goes to work immediately for another railroad, works 6 months and is then laid off, could he file for unemployment benefits after the commencement of the next benefit year?

An employe may not receive unemployment benefits under the Railroad Unemployment Insurance Act until the disqualification period related to his separation allowance is ended. At the conclusion of the disqualification period an employe may receive unemployment benefits if he has creditable base year compensation of at least $1,000 and meets the other requirements for unemployment benefits. A base year is the calendar year immediately preceding the beginning of a benefit year.

An employe has a $1,000 month guarantee, but is furloughed for the month of July. He secures a job with a non-railroad firm and earns $1200. Under Title V 50% of such earnings, or $600, are applied against his guarantee so that his employing railroad owes him only $400 in guarantee, which is not paid until October 1976. He is recalled to service by the railroad in October 1976 and earns $1275:

(a) Is this $400 automatically credited to the month of July 1976?

The $400 displacement allowance is creditable as compensation for the month of July 1976.

(b) Does the employer and the employe pay Railroad Retirement tax on this amount?

Presumably the displacement allowance will be taxable under the Railroad Retirement Tax Act. In this regard it must be emphasized that the matter of taxation of displacement allowance under the Railroad Retirement Act must be resolved with the Internal Revenue Service, which administers that Act.

(c) Does the employer pay Railroad Unemployment Insurance Tax on $400?

Under Section 8 of the Railroad Unemployment Insurance Act a contribution equal to 5.5% of the $400 displacement allowance would be payable for July 1976 by the employer.

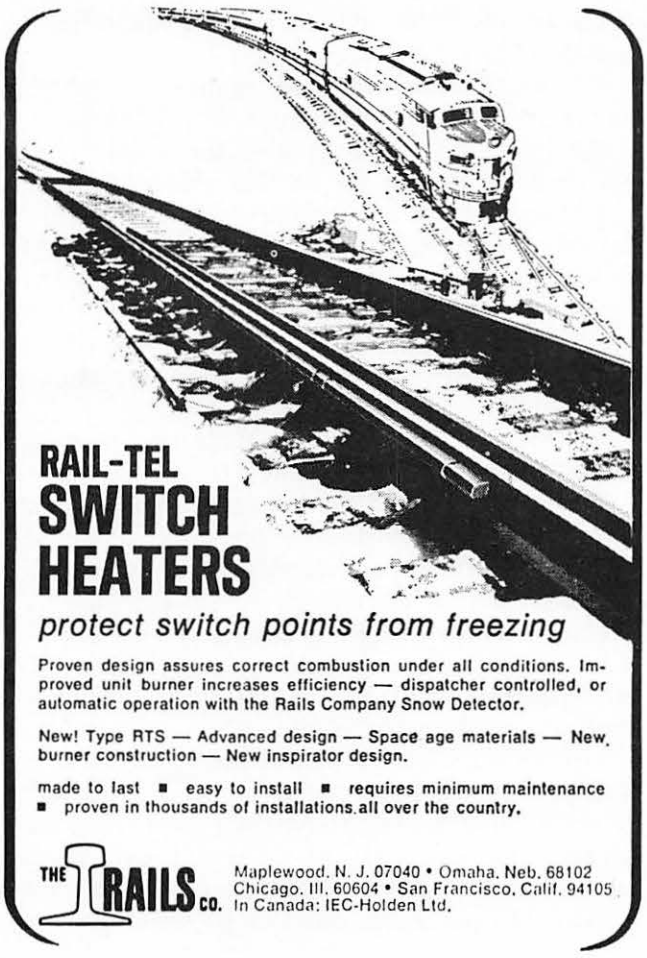
Is an employe entitled to unemployment benefits if he takes a voluntary furlough rather than transfer, requiring a change in residence, to accept available employment in his craft?

A protected employe who chooses to voluntarily furlough himself at his home location rather than to accept a transfer offered him to a bona fide vacancy on any part of ConRail's system for which he is qualified would be presumed to be unavailable for work and not to be eligible for

unemployment benefits, inasmuch as the transfer would entail no economic loss to the employe. The employe could rebut the presumption that he is unavailable for work by showing that he had good cause for refusing to accept such transfer and that his efforts to get work thereafter were such as to demonstrate beyond question that he was doing what a reasonable person in his circumstances would do to get substantial employment.

Is an employe entitled to unemployment benefits if he takes a voluntary furlough rather than electing to accept a severance pay to which he is entitled under Section 505 (d) of the Regional Rail Reorganization Act of 1973?

If an employe takes a voluntary furlough rather than electing to accept a separation allowance to which he is entitled under Section 505 (d) of the Regional Rail Reorganization Act, the presumption that he is unavailable for work and therefore not eligible for unemployment benefits would be applicable. A protected employe is given the option of choosing to voluntarily furlough himself or to receive a separation allowance under Section 505 (d) of the Regional Rail Reorganization Act only if he declines an offer of a transfer by the Consolidated Rail Corporation that requires a change in the employe's residence.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If, in such instance, there is available railroad employment in another craft which does not require a change in residence, can he draw unemployment benefits?

If a protected employe chooses to take a voluntary furlough at his home location rather than to accept a transfer requiring a change in residence and there is available railroad employment in another craft which does not require a change in residence, a question of the employe's availability with respect to such work would arise unless he has qualifications for work in that craft and the opportunity to perform substantial work. If the available railroad employment in another craft is offered to him, is of a type for which the employe is qualified and is reasonably appropriate to his circumstances, refusal by the employe to accept such work would disqualify him from receiving unemployment benefits under the Railroad Unemployment Insurance Act.

If an employe takes a separation allowance equal to 16 2/3 months, can he have a maximum of $1275 credited to each of the next 16 2/3 months and if so would both the employe and employer pay railroad retirement tax?

No. A separation allowance cannot be credited to any time after the termination of the employe's employment relationship with his employer.

If an employe elected to take separation pay in installments, can he have a maximum of $1275 credited for each month in which he receives an installment?

Receipt of a separation allowance in installment payments would not change the result described in the above answer to the previous question.

An employe is 58 years old. He takes a voluntary furlough but a year later he advises he is returning to work but is offered a separation allowance and accepts it without returning to active service. Would he be considered as having a current employment relationship?

Receipt of a separation allowance by a protected employe would terminate his employment relationship with his employer, but would not break the employe's current connection with the railroad industry. An individual has a current connection with the railroad industry if, in a 30-consecutive month period before the month in which his annuity begins, or the month in which he dies, he was "in service as an employe" (i.e., he rendered service for compensation or received pay for time lost as an employe of an employer covered under the Railroad Retirement Act) for at least 12 months. If the 30-month period does not immediately precede the month in which he dies, any regular employment outside the railroad industry after the end of the 30-month period will break the current connection.

Personal Aids and News

Sickness benefits, taxes and Medicare are of interest, says R. T. Bates

Each year many railroad employees lose sickness benefits payable under the Railroad Unemployment Insurance Act because they do not file their applications or submit supporting medical evidence on time. Also, the benefits to many employees are needlessly delayed because application forms are returned to the U.S. Railroad Retirement Board incomplete or with incorrect information.

Because of recent legislation which increased the maximum daily benefit rate for unemployment or sickness from $12.70 to $24, **it is important that all railroad employees applying for sickness benefits complete the pay rate report on the reverse side of the application for sickness benefits.**

The following questions and answers describe the steps employees can take to assure prompt payment when they apply for railroad sickness benefits.

(1) How do I go about applying for sickness benefits?

An application for sickness benefits (Forms SI-la & b) can be obtained from a railroad employer, a railroad labor organization, or any Board office. An application (which includes a doctor's statement of sickness) is required at the beginning of each spell of sickness. The Board suggests that you obtain an application to keep on hand for use in claiming sickness benefits. Your family should know where the form is kept, and how to use it on your behalf, if necessary. Also, it is a good idea for you to keep your latest Form BA-6, Certificate of Service Months and Compensation, with the application. Your BA-6 form shows your social security number and includes instructions on how to claim benefits.

If you become unable to work because you are sick or injured, complete the application, have your doctor complete his part of the form, and mail it directly to the U.S. Railroad Retirement Board headquarters in Chicago. Enclose the right-hand portion of your BA-6 form, but do not delay sending your application if you cannot locate your BA-6 form.

(2) What is an employee's daily rate for sickness?

An employee's daily benefit rate is 60 percent of his last daily rate of pay in the qualifying base year, but the maximum benefit rate is set at $24 ($25 effective July 1976) and the minimum rate is $12.70. Benefits can be paid for no more than 10 days in a two-week registration period, so the maximum amount of benefits is $240 for a two-week period. This will increase to $250 effective July 1976.

(3) Who must complete the pay rate report on the reverse side of the application for sickness benefits.

All applicants for sickness benefits must complete the pay rate report. Without pay rate information, benefits are paid at the minimum daily benefit rate of $12.70. Benefit rates above the minimum rate can be paid only to individuals whose pay rate report shows that their last daily rate of compensation in the qualifying year was above $21.18.

(4) My salary has increased since 1974, when my earnings qualified me for benefits in the current benefit year which begins July 1, 1975. What amount should I show as my pay rate?

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You should report the daily rate of compensation for your last railroad employment in calendar year 1974, the base year, even though your pay has increased since then.

If you don't know the exact rate of compensation for your last employment in the base year, you should show an approximate amount. The Board will then check for the exact rate with your employer.

(5) The pay rate report instructions on the sickness application indicate that only employees who earned less than $4,000 in the base year should complete the pay rate report. I earned $9,000 in the base year. Should I complete the pay rate report when I apply for sickness benefits?

Yes. Pay rate information is needed for *all* sickness applicants regardless of their base year earnings.

There are still many sickness application forms which were printed and distributed before the 1975 amendments. These old forms show that a pay rate report is needed only if the employee earned less than $4,000 in the base year. However, the amendments made it necessary for all sickness applicants to report their rate of pay. Without this information, the Board can pay benefits only at the minimum daily benefit rate of $12.70.

(6) What is the time limit on filing a sickness application?

An application should be mailed after you have been sick for five days. If you are too sick to complete the application, have someone else do this for you. If the application is not filed on time, there may be a delay in the payment of benefits to you, or you may lose benefits if you cannot give an acceptable explanation for the delay in filing the application forms.

(7) What has been the most frequent cause of delays in the payment of sickness benefits?

Incorrect social security numbers on application forms have caused delays most frequently in the past.

Employees applying for sickness benefits should attach the right hand sickness benefit portion of the Form BA-6, Certificate of Service Months and Compensation, which shows the employee's correct social security number, to the application for sickness benefits when sending the application to the Board. But they should not delay sending their application if their BA-6 form is not available.

Taxes and Medicare receive frequent questions

Many of the questions asked of the U.S. Railroad Retirement Board at the beginning of the new year center on taxes, earnings limitations, and Medicare. The following is intended to answer some of the most frequently asked questions:

(1) Are railroad retirement and survivor benefits subject to income taxes?

Regular railroad retirement and survivor annuities and lump-sum benefits are not subject to Federal or State income taxes and should not be listed on your tax return. On the other hand, **supplemental** employee annuities paid under the Railroad Retirement Act must be included along with other taxable income on your Federal income tax return. The Board sends annuitants a form early in 1976 that shows the total amount of supplemental annuity payments received in 1975. However, while supplemental annuities are subject to Federal taxes, they are, in the opinion of the Board's legal bureau, considered to be exempt from State income taxes.

(2) Are either unemployment or sickness benefits paid by the Railroad Retirement Board taxable?

No.

(3) Has there been a change in railroad retirement tax rates?

Employee tax rates remain 5.85 percent, the same level as social security taxes. However, beginning with January 1976, the amount of earnings subject to railroad retirement tax increases from $1,175 per month to $1,275 per month. Only employees earning more than $1,175 per month will pay higher taxes; they, however, will receive higher earnings credits for future retirement and survivor benefits.

(4) Do the earnings limitations some annuitants are subject to increase in 1976?

In 1975 earnings above $2,520 in the year could reduce certain railroad retirement benefits by $1 for every $2 earned over $2,520, but benefits were not reduced for any month in which earnings were $210 or less. In 1976 earnings in excess of $2,760 may effect a reduction of $1 for every $2 earned over $2,760, but benefits will not be reduced for any month in which earnings are $230 or less.

The special earnings limits for disabled annuitants have not changed.

(5) Who is subject to these earnings limitations in 1976?

These earnings limitations apply to almost all survivor annuitants. They also apply to some retired employees and their wives, generally to those who are also qualified for social security benefits. Those retired employees and wives who have become subject to the earnings limitations under the new retirement laws will be notified by the Board beginning in early 1976 as to how earnings will affect their annuities. With the notification, such annuitants will receive a leaflet (G-103) explaining in some detail how the earnings limitations may affect their annuities. Additional copies of the leaflet may be obtained by contacting a local Board office.

As under previous law, the annuity of any beneficiary is not for any month in which the beneficiary works for a railroad, and

retired employees and their wives may not return to work for their last pre-retirement non-railroad employer.

(6) Will the Medicare coinsurance charges a beneficiary pays for hospitalization rise in 1976?

Yes. In 1976 a Medicare patient will have to pay the first $104 of his or her hospital bills, $12 more than the 1975 charge of $92.

In addition, a patient's daily bill for hospital care between the 61st and 90th days will be raised from $23 to $26 and the daily costs for post-hospital care in a skilled nursing home between the 21st and 100th days will go up from $11.50 to $13.

If a beneficiary uses his "lifetime reserve" days, that is, the extra 60 hospital days a beneficiary can use when he needs more than 90 days of hospital care in the same benefit period, he will pay $52 for each reserve day used, instead of $46 per day.

(7) Will the Medicare premium deducted from railroad retirement and social security checks be increased in 1976?

Through mid-1976 the basic premium will remain $6.70 per month plus 10 percent for each 12-month period a person could have been enrolled for medical insurance but was not. However, the basic premium will increase to $7.20 July 1, 1976, since program costs have increased because of higher charges for medical services.

Living costs & conditions will be better in 1976

By Sidney Margolius

What can you expect in living costs and conditions for 1976? Probably a better year than you've had since 1972. Costs of some very vital needs will continue to rise, but some commodities are leveling off and even receding from recent runaway levels. At the same time, rising business volume indicates a general improvement in the employment outlook if not in all industries.

On the whole, you can expect that living costs may rise in the neighborhood of 5% to 6% compared to the 7½% of the past 12 months.

The lower inflation rate may provide some relief for working families who have suffered a steady erosion of buying power since 1972. That year, average weekly earnings for a worker with three dependents were $121.09. That sum had a buying power in terms of 1967 dollars of $96.64.

This past fall those average earnings had gone up to $150.73, seemingly a big increase. But adjusted for the inflation since 1967, that $150.73 could buy only $92.13 of goods and services. The grim irony is that the average wage-earner now has $29.64 more in his pay envelopes but has lost $4.51 in buying power.

How well you yourself may fare this year may depend on how you plan your money management and buying, and how flexible you may be in adjusting eating and living habits.

The three big problems for 1976 are (1) a further rise in the already lofty cost of home operating expenses; (2) the increase in car ownership costs; (3) the persistent long-term increase in medical costs—up another 12% in the past 12 months.

While food prices have been leveling off, you still need to shop with care since food does take 25% of the average wage-earner's after-tax expenditures.

Very young families and the elderly will have the most stubborn living-cost problems in '76 because of still rising housing and medical costs.

Here are specific price trends so you know what you have to deal with in '76:

FOOD: Cheaper beef and poultry can help keep your food bills at present levels or a little lower, at least until next summer.

Underlying reason for the recent drop in beef's price is that producers have been shipping more grass-fed young beef because of high costs of grain feeding, although more grain-fed beef will be marketed in 1976. Grass-fed beef is cheaper, and because more is being shipped at a younger age, is more tender than it usually is.

Since it has a thinner fat covering and less marbling, grass-fed beef actually is more nutritious than grain-fed. The "Choice" grade beef from grain-fed cattle typically is 25% fat. The lower "Good" grade from grass-fed or "short-fed" cattle may range from 18 to 22% fat.

Another potential help is the lower prices expected on poultry. Usually you can figure that if the price of broilers is half that of ground beef, the broilers are the better value.

Sharpest increase has been on pork. While pork is expected to be a little more abundant and a little less expensive this coming year, some of the present prices are obviously irrational, such as the tags of over $2 a pound for bacon.

As food prices have jumped, consumers generally have resorted to three ways to defend their budgets: (1) they noticeably have cut consumption of foods which have gone up most, especially meat, sugar and sugar-using products including canned fruits, and coffee; (2) buying in bulk and in larger sizes, even institutional sizes; (3) seeking out new lower-cost forms of traditional foods, such as ground turkey, at less cost than ground beef, and soya

products for blending with ground beef and for nutritional

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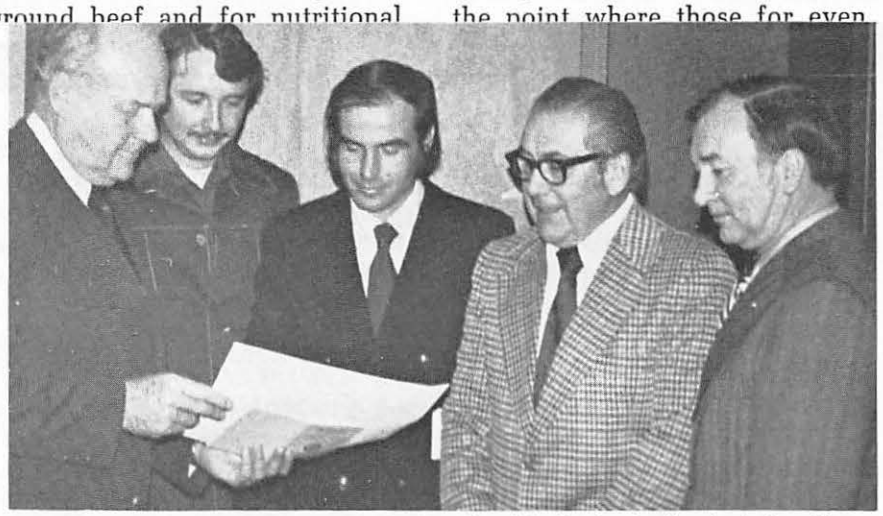
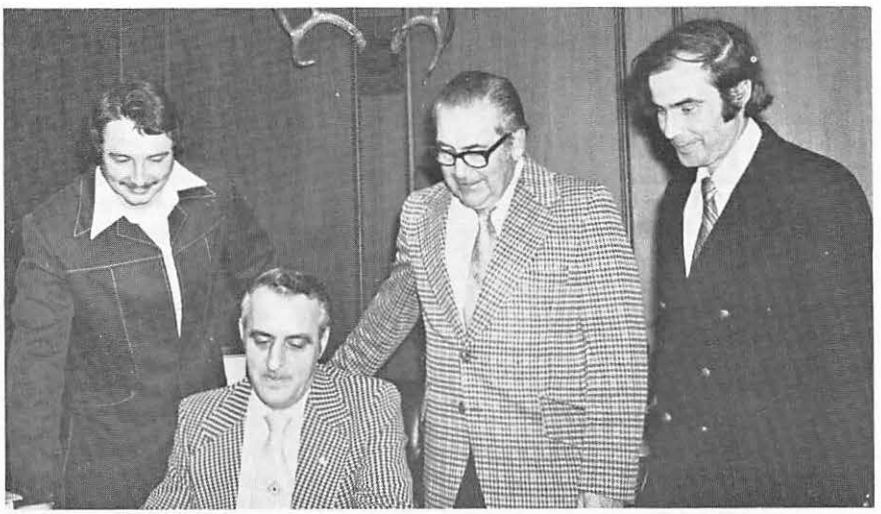
buyers.

The "holder in due course"



President Chamberlain presents the Lodge No. 150 charter to the Lodge's officers while Vice-President Walsh looks on. Left to right from Chamberlain are Tom Boyle, recording secretary; Ed Bickar, general chairman; and Mel Soles, financial secretary.



Brothers Boyle, Soles and Bickar consult with BofRS Secretary-Treasurer R. T. Bates at BofRS Mt. Prospect headquarters.

P&LE local receives its BofRS charter

In a ceremony on Jan. 21, 1976 in Pittsburgh, PA, President C. J. Chamberlain, assisted by Vice-President J. W. Walsh, administered the oath of office and presented the Official Charter and Seal to newly elected officers of Lodge No. 150, signal employes on the Pittsburgh & Lake Erie Railroad.

The Brotherhood of Railroad Signalmen received certification from the National Labor Relations Board on Aug. 29, 1975 to represent some 33 signal employes on the P&LE.

Officers recently elected in Lodge No. 150 are Edward J. Bickar, general chairman; M. T. Soles, financial secretary; and Thomas E. Boyle, recording secretary.

P&LE Lodge 150 members who attended the charter ceremony at Pittsburgh are (left to right of President C. J. Chamberlain): Thomas E. Boyle, Phillip L. Cottrill, Edward J. Bickar, James D. Knutti, Donald E. Holt, M. T. Soles, Rodney J. Herr, William B. Mosberger, and J. W. Walsh, BofRS vice-president. Seated left to right are James E. Hindes, Otis Lee and Donald L. Ritter.

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products for blending with ground beef and for nutritional enrichment of casseroles, soups, etc.; and also a noticeable tendency to reduce use of the costlier "convenience" foods.

HOUSING: Most new houses now are in the $38,000-$40,000 bracket. Prices of older homes also have risen sharply. The median now is $35,400—11% higher than a year ago.

Heating costs have reached the point where some families now phone their fuel-oil dealers ahead of time to ask how much the delivery will cost, and some ask to go on a twelve-month plan.

As well as controlling use of heat, hot water and utilities, this also is a year to weatherstrip and insulate as much as you can. The cost of insulation has not risen nearly as much as the cost of fuel.

CAR COSTS: All car owner and operating costs have risen to the point where those for even an intermediate-size eight-cylinder car in metropolitan areas now are estimated by the AAA at $2,250 a year if you drive 10,000 miles, or 22.5¢ a mile. Costs of even a six-cylinder compact now are estimated at 18.5¢ a mile.

The main needs are to curb depreciation (annual loss in market value) through meticulous care, and to hold down gasoline consumption. Gasoline prices went up another 10% in 1975.

FTC rule big aid to credit buyers

The recent action by the Federal Trade Commission to bar the "holder in due course" clause in installment finance contracts soon will eliminate one of the most coercive legal loopholes long used to trap unsuspecting buyers.

The "holder in due course" law presently allowed by most states lets a finance company take over your installment contract from a dealer, but absolves the finance company from any responsibility for making good on the purchase if anything goes wrong. Suppose you buy a used car and the dealer guarantees it for 30 days. But it conks out. Meanwhile the dealer turns over your installment to a finance company. He has his money and can refuse to do anything about the car. In most states you still have to pay the finance company although some may allow a period such as ten days in which you can assert claims.

Some of the most serious incidents have occurred in home improvements where contractors have done poor work or even failed to complete jobs. We've even witnessed such outright frauds as a homeowner signing an installment contract to have 12 storm windows installed by a "contractor" who turned over the contract to a finance company and abandoned the job after installing just one window. But the homeowner had to pay the finance company.

Many of the notorious food-freezer plans that soon folded up after selling families high-priced freezers also were enabled to raid consumers' pocketbooks by the holder in due course law. Undoubtedly many millions of dollars have been extracted from moderate-income families by other widespread exploitations of "holder in due course", such as carpet referral-selling plans and house-siding promotions.

An especially shocking aspect of the hard-sell promotions based on this legal loophole has been the participation of not only local finance companies who specialized in this kind of transaction but also many of the nation's largest and most reputable banks.

The FTC's new ruling barring

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holder in the due course clauses doesn't go into effect until this coming May 14. Meanwhile you can safeguard yourself by avoiding signing such contracts. You can insist that any such clause be crossed out.

Typically, the holder in due course clause in a contract will read something like this: "If the seller should assign this contract in good faith to a third party, I shall be precluded as against such third party from attacking the validity of the contract on grounds of fraud, duress, mistake, want and consideration."

Also look for any other clauses or sentences in the contract or installment note which say you "waive" your defenses against the finance company in case the dealer fails to deliver agreed-upon satisfactory goods or services.

The forthcoming FTC rule also will require sellers to insert a clause in installment contracts to this effect: "Notice. Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder."

Note that the forthcoming rule applies only when the dealer or seller arranged for the financing. On loans you arrange yourself with a lender to make your own purchases, you do, of course, have to pay back the loan even if the purchase was misrepresented or is defective.

Nor will the FTC's new rule completely assure you of dependable service or merchandise. You still need to be sure to get written rather than merely verbal statements of the seller's promises. But at least now you have the right to raise against the third party (the lender) any legal claims and defenses you may have of breach of contract or warranty or defective merchandise or misrepresentation by the seller.

Too, the new rule will make finance companies and banks more cautious than they sometimes have been about providing financing for high-pressure of fly-by-night sellers.

The FTC is to be congratulated by consumers for having taken this courageous step to eliminate this long-standing inequity. Meanwhile, of course, many millions of dollars have been transferred from the pockets of innocent consumers to those of dealers, traveling contractors and lenders.

RS&I

Sec. 236.782 Point, controlled.
A location where signals and/or other functions of a traffic control systems are controlled from the control machine.

Sec. 236.783 Point, stop-indication.
As applied to an automatic trainstop or train control system without the use of roadway signals, a point where a signal displaying an aspect requiring a stop would be located.

Sec. 236.784 Position, deenergized.
The position assumed by the moving member of an electromagnetic device when the device is deprived of its operating current.

Sec. 236.785 Position, false restrictive.
A position of a semaphore arm that is more restrictive than it should be.

Sec. 236.786 Principle, closed circuit.
The principle of circuit design where a normally energized electric circuit which, on being interrupted or deenergized, will cause the controlled function to assume its most restrictive condition.

Sec. 236.787 Protection, cross.
An arrangement to prevent the improper operation of a signal, switch, movable-point frog, or derail as the result of a cross in electrical circuits.

Ramp. (Cross Reference: See Element, roadway, Sec. 236.744)

Sec. 236.788 Receiver.
A device on a locomotive, so placed that it is in position to be influenced inductively or actuated by an automatic trainstop, train control or cab signal roadway element.

Sec. 236.789 Relay, timing.
A relay which will not close its front contacts or open its back contacts, or both, until the expiration of a definite time intervals after the relay has been energized.

Sec. 236.790 Release, time.
A device used to prevent the operation of an operative unit until after the expiration of a predetermined time interval after the device has been actuated.

Sec. 236.791 Release, value.
The electrical value at which the movable member of an electromagnetic device will move to its deenergized position.

Sec. 236.792 Reservoir, equalizing.
An air reservoir connected with and adding volume to the top portion of the equalizing piston chamber of the automatic brake valve, to provide uniform service reductions in brake pipe pressure regardless of the length of the train.

Rocker, (Cross Reference: See Link, rocker, Sec. 236.755)

Sec. 236.793 Rod, lock.
A rod, attached to the front rod or lug of a switch, movable-point frog or derail, through which a locking plunger may extend when the switch points or derail are in the normal or reverse position.

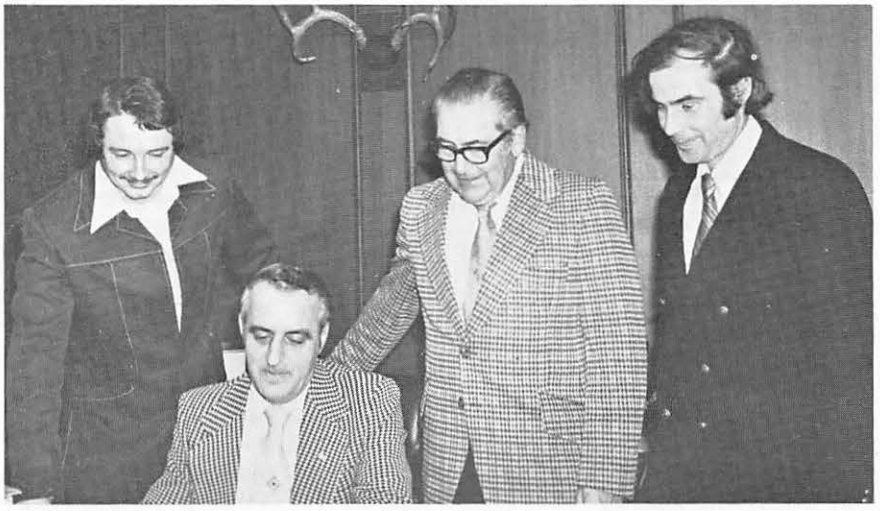
Sec. 236.794 Rod, up-and-down.
A rod for connecting the semaphore arm to the operating mechanism of a signal.

Sec. 236.795 Route.
The course or way which is, or is to be, traveled.

Sec. 236.796 Routes, conflicting.
Two or more routes, opposing, converging or intersecting, over which movements cannot be made simultaneously without possibility of collision.

To be continued.

President Chamberlain presents the Lodge No. 150 charter to the Lodge's officers while Vice-President Walsh looks on. Left to right from Chamberlain are Tom Boyle, recording secretary; Ed Bickar, general chairman; and Mel Soles, financial secretary.



Brothers Boyle, Soles and Bickar consult with BofRS Secretary-Treasurer R. T. Bates at BofRS Mt. Prospect headquarters.

P&LE local receives its BofRS charter

In a ceremony on Jan. 21, 1976 in Pittsburgh, PA, President C. J. Chamberlain, assisted by Vice-President J. W. Walsh, administered the oath of office and presented the Official Charter and Seal to newly elected officers of Lodge No. 150, signal employes on the Pittsburgh & Lake Erie Railroad.

The Brotherhood of Railroad Signalmen received certification from the National Labor Relations Board on Aug. 29, 1975 to represent some 33 signal employes on the P&LE.

Officers recently elected in Lodge No. 150 are Edward J. Bickar, general chairman; M. T. Soles, financial secretary; and Thomas E. Boyle, recording secretary.

P&LE Lodge 150 members who attended the charter ceremony at Pittsburgh are (left to right of President C. J. Chamberlain): Thomas E. Boyle, Phillip L. Cottrill, Edward J. Bickar, James D. Knutti, Donald E. Holt, M. T. Soles, Rodney J. Herr, William B. Mosberger, and J. W. Walsh, BofRS vice-president. Seated left to right are James E. Hindes, Otis Lee and Donald L. Ritter.

Ronald D. Crook, GBBA member

They Place His Job In Danger

and don't solve any problems!

Bills have been proposed by legislators which can cost thousands of jobs of union members who make glass and metal beverage containers. Ostensibly, the purpose of these bills is to decrease litter and solid waste. The amount of good such laws can accomplish is negligible; the amount of harm they can accomplish is great—they can eliminate over 50,000 jobs!

Most foods are sold in cans or glass and it is impossible to make such containers returnable. Beverage containers account for only 6% of municipal solid waste tonnage. If all beverages were put in returnable bottles it would reduce the total rubbish by less than 4% which is more than made up by the annual increase in garbage.

When legislators try to force you to pay deposits on beverage containers

The sensible approach is resource recovery, which means recov ering valuable resources from garbage we now throw away. We can recover metals, glass and other valuable natural resources and at the same time burn paper and household waste (which makes up most of our nation's trash) to create electric power for our homes and factories. St. Louis gets enough electricity for 25,000 homes from a plant which burns 300 tons of trash daily. Chicago, Milwaukee and 100 other communities are preparing similar systems.

Bills which ban no-deposit bottles or cans would mean less tax revenue because of higher unemployment. They would also mean increased beverage costs to the consumer and have little effect on roadside litter.

Help your neighbor keep his job! Write your own Representative now. Tell him you are against the anti-bottle bills because they put people out of work and don't do the job. The answer is Resource Recovery to save jobs and conserve natural resources. It will create a major new industry with tens of thousands of new jobs.

Write for 32 page booklet "How To Make Useful Articles From Glass Containers." Send 20¢ for handling and mailing to GBBA, Dept. LP, 608 East Baltimore Pike, Media, Pa. 19063.

GLASS BOTTLE BLOWERS ASSOCIATION

AFL-CIO

608 East Baltimore Pike, Media, Pa. 19063

HARRY A. TULLEY, International President

Local Lodge News

Greensburg Lodge honors its retired members

In a very successful testimonial dinner on Oct. 25, 1975, Penn Central Greensburg Lodge No. 62 held the first of what is to be an annual affair to honor its retired members. The dinner was held at the Sons of Italy Hall in Latrobe, PA.

Each retiree in attendance was presented with a gift. D. Murphy, former local chairman, was honored with a gift for the many hours he contributed to Brotherhood work.

Master of Ceremonies, A. V. Rager, former inspector C&S, Penn Central for 22 years, since retired from the railroad, reminisced about "the good old days." He is now employed with Fishbach & Moore, Inc., as electrical superintendent at the Keystone Power House. His remarks and story telling were enjoyed by everyone.

Along with the retirees, honored guests in attendance included: J. W. Walsh, vice-president, BofRS; B. E. Britcher, general chairman, Penn Central; F. F. Guy, vice-general chairman, PC; D. Geist, regional engineer C&S, PC; F. Pegelow, staff engineer, C&S, PC; R. B. Miller, assistant supervisor, C&S, PC; C. L. Holsten, assistant supervisor C&S, PC; J. R. Braun, supervisor C&S,

Newly elected officers of Greensburg Lodge No. 62 attended the October testimonial dinner for the Lodge's retirees. Seated (left to right) are: C. C. Bell, trustee and committeeman; M. J. Kukich, secretary-treasurer; W. F. Robertson, local chairman; and B. E. Britcher, general chairman, Penn Central. Standing (left to right) are: J. R. Quinn, committeeman; P. A. Conrad, chief signalman; O. Murphy, trustee; J. W. Walsh, vice-president, BofRS; and C. A. Seifert, trustee.

Over 400 years of signal service is represented in this picture of Greensburg Lodge No. 62 retirees. Shown here, with years of service and year in which they retired, are (sitting, left to right): J. B. Collins, 50, 1963; T. Davis, 44, 1951; C. Maire, 42, 1960; E. Kiel, 51, 1963; C. Luttner, 45, 1958. Standing, left to right, are: B. C. Reynolds, 47, 1975; "Red" Ankeny, 39, 1975; B. E. Britcher, general chairman, PC; E. Lafferty, 26, 1973; J. W. Walsh, vice-president BofRS; and J. Mulhern, 25, 1966.

A Retired Signalman

The following poem was written by A. V. Rager, former Penn Central inspector communications and signals. He composed this poem especially for the Greensburg Lodge No. 62 testimonial dinner for its retired members.

As I look back at yesteryears,
When I was young and had no fears,
I hired on the PRR
The line that ran so very far.

They made of me a signal man,
And this is where my work began.
I learned each day though I was sore
From men long gone, who are no more.

To climb the highest pole around
Or dig a hole into the ground; or
Walk the bonds for miles and miles
Or finger through the relay files.

To megger all the power lines, to
Test a switch a thousand times,
To do this in the bitter cold, no
Wonder I have grown so old.

I've climbed the frozen poles at night,
With God the only one in sight;
To help me when I am so alone,
To make so sure I get back home.

And back home someone waits for me,
Don't matter if it's two or three.
She's lost her sleep, she knows my life,
She is my dedicated wife.

Yes, I look back at yesteryears
And smile a bit you see;
I've passed along to someone else,
What someone gave to me.

PC; P. E. Miller, supervisor C&S, PC; P. Moses, attorney with the firm of Evans, Ivory & Evans; A. Tsudis, Western-Cullen division, Federal Signal Corp.; C. Quinn, Edison Battery division, McGraw-Edison Co.; and G. Youngman, The Kerite Cable Co.

Timely remarks were made by Walsh, Britcher, Geist, Braun and Holsten. Retired Brothers Davis and Kiel spoke in behalf of the retirees, while Tsudis spoke for suppliers.

"A very good representation of officers and members with their guests attended this event. The officers and members of Lodge No. 62 would like to thank one and all for their participation, especially C. C. Bell, who was banquet chairman," reports W. F. Robertson, local chairman.

Milwaukee Avery Lodge 4 met in October at Miles City, MT, at which time new officers were elected. Seated (left to right) are: A. R. Bretschneider, local chairman; D. A. Lekse, chief signalman; and A. W. Kast, recording and financial secretary. L. T. Davies (standing left) general chairman, and W. D. Best, BofRS vice-president were at the meeting.

W. D. Best, BofRS vice-president (right) pins a 25-year membership pin on G. E. Williams. Others receiving 25-year pins (left to right) were A. R. Bretschneider, L. White and J. T. Keating.

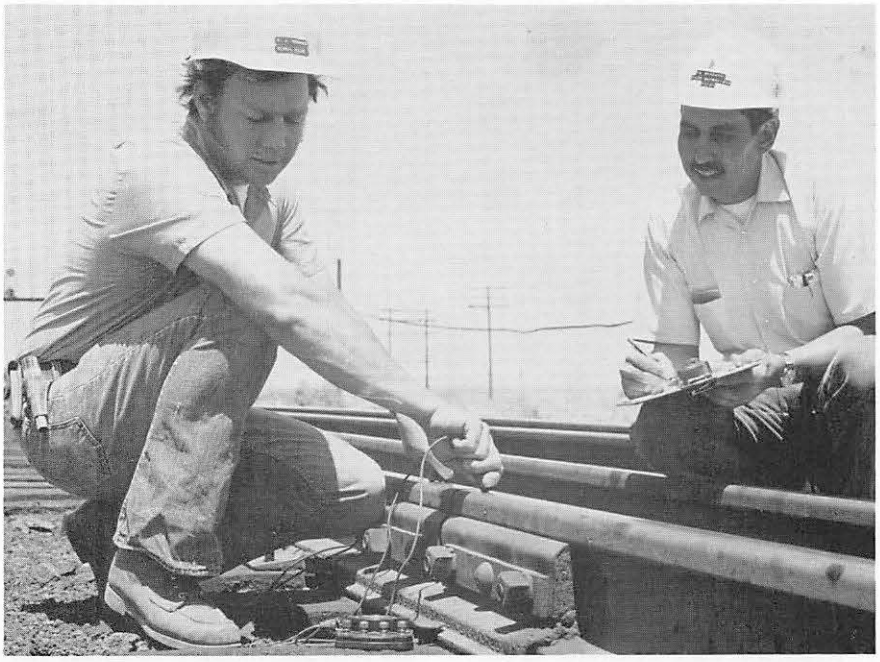
Several retired Brothers and their wives attended this Long Island Lodge 56 dinner. Shown here (with wives seated in front of them are, left to right): William Batey, signalman; Ted McMillian, foreman; Leo Schulz, foreman; Harold Rovegna, foreman; Nick Posner, signal maintainer; Harold Lagrassa, signal technician; John Shelter, signal maintainer; and Robert Potter, signal maintainer.

Long Island signalmen talk about the old times and are probably swapping "yarns" about their work. Left to right are: Harold Rovegna, retired foreman; George Kozack, assistant foreman; and Robert Westbrook, signal foreman.

Aerial Lodge 56 held its annual retirement dinner Oct. 18. Honored that night were retiring Harold Lagrassa, signal technician, and William Batey, signalman. Long Island General Chairman James Sottile (right) presents gifts to Batey (left) and Lagrassa on Sottile's right as John Melfi, financial secretary, watches.

Newly elected officers and members of Missouri Pacific local 72 and general committee are shown here outside their meeting place at Kansas City, Mo. on Oct. 10, 1975. Left to right are: W. D. Best, BofRS vice-president; O. Lunsford, Jr., local chairman; R. D. Lindrey, local chairman; R. N. Baker, general secretary; E. W. Prather, local chairman; W. D. Corn, general chairman; E. J. Anousakes, vice general chairman; H. L. Martin, Jr., local chairman; C. W. Fleming, retired; H. L. Whitfield, local chairman; and F. F. Crane, local chairman.

News About Members



D. J. Orchard, AT&SF signal maintainer at Winslow, AZ and a member of Navajo Local No. 172, checks an insulated joint at Canyon Diablo, AZ. E. B. Sandoval (right), track supervisor, makes notes of insulated joint inspection made by Brother Orchard. They also inspected switches and other automatic train stop units in the area on the Santa Fe.

Signal maintainer LaVerne White (right) Miles City, MT, has retired after 40 years service with the Milwaukee Road. Supervisor of signals M. S. Lester congratulates Brother White upon his retirement. Brother White is a member of Avery Local No. 4.

BURLINGTON NORTHERN **Thomas A. Crane,** signal inspector at Mendota, IL and a member of Aurora-Galesburg Local No. 103, has retired.

SEABOARD COAST LINE: The following members of Lodge No. 16 have retired: **Marcus B. Clayton, Jr.,** signal maintainer at Bethune, SC; **William C. Eason, Jr.,** assistant signal maintainer at Monroe, NC; **James B. Lewis,** signal maintainer at Norlina, NC; and **Melvin E. Weaver,** signalman at Henderson, NC.

Permanent Signal Maintainer's Position

Duluth, Winnipeg & Pacific Railway Co., headquarters at Virginia, MN seeks experienced signalman to perform various types of signal maintenance work under the jurisdiction of a leading signal maintainer. Good working knowledge of rail-highway crossing protection installations, centralized traffic control and interlockings essential. Position to be paid on the basis of 208 hours monthly at the scheduled rate. Send resume to W. H. Vanderleest, engineering supervisor, Duluth, Winnipeg & Pacific Railway Co., Box 1167, Virginia, MN 55792.

our 75th Anniversary

1976 marks the 75th birthday of the Brotherhood of Railroad Signalmen. To help celebrate we are publishing excerpts from earlier issues of The Signalman's Journal. Below is the editorial that appeared in the first issue of TSJ, dated January 1920.

Signalmen contribute largely in making it possible to handle trains with rapidity and safety. Interlocking plants and automatic signals, which play an all important part are installed, repaired and maintained by signalmen, who must be very particular and careful in their work and absolutely sure that the signals assigned to their care and responsibility are in proper and perfect working order and performing their separate and proper functions, so that no delays or accidents may occur.

Signalmen, in a sense, are as important and essential as the doctor. Whenever a signal fails to perform its proper function, whether by night or by day, the signalmen are immediately notified; they must leave their beds and families or any public function they may be attending and hasten to the signal reported; no matter how long the distance, or how terrific the elements, they manfully proceed unmindful of the danger they are subject to in running their motor cars through darkness and other difficulties and dangers that beset them in the discharge of their duties.

Our services are a valuable asset to the railroad companies as well as to the public traveler. Let us ever as a unit give our employers the best efficiency in our work that we are capable of, which will be the most convincing evidence that we, as signalmen, are worthy of our hire.

News from Canada

BofRS and Canadian National sign agreement revisions

Two memoranda of agreement were signed between the Brotherhood of Railroad Signalmen and the Canadian National. One memorandum covers the application of living expense allowances for employees in regional signal gangs. The other memorandum covers the classification of signal assistant. Grievance procedures are also set forth in the agreements signed on Nov. 26, 1975. Signing for the BofRS were John E. Platt, vice-president; Robert R. Mitchell general chairman; and J. E. Dubois, general chairman. Signing for the Canadian National was A. T. Cooke, assistant vice-president-labour relations. The documents are reprinted below:

Memorandum of Agreement between the Canadian National Railway Company and the Brotherhood of Railroad Signalmen respecting the application of living expense allowances for employees in Regional Signal Gangs effective December 12, 1975.

(1) The provisions of this Memorandum of Agreement shall apply to employees in Regional Signal Gangs in lieu of the provisions of Article 8 Clauses 8.2 and 8.3 of Agreement 11.1.

(2) When, due to the requirements of his job, an employee is required to be away from his headquarters location (or boarding car) overnight and sleeping accommodation and meals are not provided by the Company he will be granted a daily living allowance of $15.00 in lieu thereof.

(3) When, due to the requirements of his job, an employee is unable to be at his headquarters location (or boarding car) for meals and such are not provided by the Company or when an employee is required to be away from his headquarters location (or boarding car) overnight and sleeping accommodation is provided by the Company but meals are not so provided, the employee will be granted the appropriate meal allowance shown hereunder:

Breakfast	$2.00 per day.
Lunch	$2.50 per day.
Dinner	$3.00 per day

(4) This Memorandum of Agreement shall be reviewed at the expiration of 12 months from the effective date or earlier if either party considers such action necessary.

Memorandum of Agreement between the Canadian National Railway Company and the Brotherhood of Railroad Signalmen providing for revision of Agreement 11.1.

Article 2
Classification

Add a new clause to read:

2.7 Signal Assistant

An employee who has successfully completed Section I training under the terms of Appendix "C" of this Agreement will be eligible for the Signal Assistant classification three years after the date on which he entered the apprenticeship program. The date of entry into the apprenticeship program shall be the date the employee was first paid as an apprentice.

Where the application of Article 3, Clause 3.2 results in an employee's apprenticeship time being reduced, the above mentioned three year period will be reduced by the same amount of time.

An employee who is eligible for the Signal Assistant classification shall be considered a Signal Assistant when he is not assigned to a higher rated classification.

A Signal Assistant shall be subject to all the conditions of this Agreement which apply to employees who have completed Section I training and who, in this Agreement, are referred to as apprentices or Signal Apprentices. The Signal Apprentice seniority list shall govern the filling of Signal Assistant positions.

Article 3

3.1 Rates of Pay

Add: Signal Assistant 5.271—per Hour

Revise Clause 8.4 to read:

8.4 An employee

(a) who is paid on the 179.3 hour basis, other than a main-

For Canadian residents only:

Moving? Let us know!

Please send your new address to:

J. E. DuBois, Brotherhood of Railroad Signalmen, 1396 St. Catherine St. W., Suite 323, Montreal, Que. H3G 1P9

Name _____

Street or Box No. _____ **Apt. No.** _____

City _____ **Province** _____ **Zip** _____

Lodge No. _____ **Certificate No.** _____

tainer of terminal or block signal territory or territory immediately adjacent thereto, and

(b) who leaves and returns to his home station (or boarding car) in the same day, and

(c) who, due to the requirements of his job, is unable to be at his home station for his noon day lunch, and

(d) who is not provided with a noon day lunch by the Company,

shall be granted an allowance of $2.50 in lieu thereof.

In Clause 10.5 revise the reference to "Clause 10.9" to read "Clause 10.8".

Revise Clause 10.8 to read:

10.8 Grievance Procedure

A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he has been unjustly dealt with shall be processed in the following manner:

Step 1—Within 28 calendar days from the cause of the grievance the employee and/or the Local Chairman may present the grievance in writing to his immediate supervisor, who will give a decision as soon as possible, but in any case within 28 calendar days of receipt of the grievance. (For the purpose of this Step 1 the General Supervisor will be considered the immediate supervisor for grievances from employees in construction and inspection work.)

Step 2—Within 28 calendar days of receiving a decision at Step 1, the Local Chairman may appeal in writing to the Regional Engineer Signals. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of this Agreement the statement shall identify the specific provisions involved. A decision will be rendered within 28 calendar days of receipt of appeal.

Step 3—Within 28 calendar days of receiving decision under Step 2, the General Chairman may appeal in writing to the Regional Assistant Vice-President or Regional Vice-President as appropriate. A decision will be rendered within 28 calendar days of receipt of appeal.

Step 4—Within 60 calendar days of receiving the decision under Step 3, the Vice-President of the Brotherhood may appeal the decision in writing to the Labour Relations Section of the Personnel and Labour Relations Department at System Headquarters. The appeal shall be accompanied by the Union's contention and copies of all related correspondence.

Revise Clause 10.9 to read:

10.9 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he has been unjustly disciplined, or discharged, and which is not settled at Step 4, may be referred by either party to a single arbitrator in accordance with the provisions of Clause 10.14—Final Settlement of Disputes.

Revise Clause 10.14 to read:

10.14 Final Settlement of Disputes

(a) A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he has been unjustly disciplined or discharged, and which is not settled at the highest level of the grievance procedure, may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.

(b) A request for arbitration must be made in writing by either party to the other within 28 calendar days following the decision rendered by the Labour Relations Section of the Personnel and Labour Relations Department.

(c) The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to one of the nominees so proposed, it shall within 28 calendar days from receipt of such request submit to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator and his selection shall be final.

(d) At the hearing before the arbitrator, argument may be given orally or in writing and each party may call such witnesses as it deems necessary.

(e) Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of this Agreement, are specifically excluded from the jurisdiction of the arbitrator and he shall have no power to add to or subtract from, or modify any of the terms of this Agreement.

(f) The hearing shall be held by the arbitrator in the Offices of the Railway at Montreal, Quebec, unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

(g) The Railway and the Brotherhood shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration and expenses of the arbitrator, shall be divided equally.

(h) The time limits as provided herein may be extended by mutual agreement.

The Memorandum of Agreement signed at Montreal June 7, 1951 respecting settlement of disputes is cancelled and Appendix "B" of Agreement 11.1 is deleted.

The Letter of Understanding signed at Montreal December 18, 1973 respecting application of the daily living allowance to Regional Signal Gang employees is cancelled.

In Appendix "C", Rule 5 delete the words "Assistant or

(Please turn to page 28)

Chevy gives you 3 ways to go 4-wheeling.

There's a rough, tough Chevy 4-wheeler that's right to handle the people and gear you want to go with. Just look at this lineup.

Chevy Pickup
Fleetside and Stepside Pickups carry three with standard seating (bucket seats also available). You can order a 6½- or 8-foot-long pickup box, depending on wheelbase. GVW ratings up to 8400 lbs. with 4-wheel drive.

Chevy Blazer
Blazer carries up to five with available seating, holds up to 44 cu. ft. of gear. For '76, Blazer delivers a tamer, more comfortable ride with no sacrifice in off-road capability. That's because Special Soft Ride suspension is now standard on all 4-wheel-drive Blazers. Blazer also has a new, permanent steel half top and a new removable rear top.

Chevy Suburban
Suburban seats three up front. An available folding second seat makes room for three more. With the available third seat, there's room for another three. Nine altogether! With only the front seat in position, Suburban has room for 144 cu. ft. of cargo.

Two kinds of 4-wheel drive available
Specify a Turbo Hydra-matic transmission and you get Chevy's full-time system. Or specify conventional 4-wheel drive with a manual gearbox. Either way, Chevy 4-wheelers are low and easy to get in and out of, yet offer almost 7 inches of ground clearance.

CHEVY TRUCKS

YOUR MONEY'S WORTH. MILE AFTER MILE AFTER MILE.

Canadian News continued

higher", and substitute the words "Assistant Maintainer or Assistant Mechanic or higher".

In Appendix "C", Rule 15 delete the words "Assistants with" and substitute the words "Assistant Maintainers and Assistant Mechanics with" and delete the words "Assistant positions" and substitute the words "Assistant Maintainer and Assistant Mechanic positions".

This Memorandum of Agreement shall become effective December 12, 1975. It is in full settlement of all issues arising out of notices served by the parties under the provisions of Article VI of the Master Agreement dated at Montreal, December 11, 1974.

Signal maintainer is mayor of Perth, Ont.

Carl E. Greer wears two hats. Since Sept. 30, 1975, Brother Greer has been mayor of Perth, Ont., a town of approximately 5,500 population. Also, he is the signal maintainer at Perth for CP Rail, and has been since 1952. Previously, Brother Greer has worked at Trenton, Ont. He is a member of Queen City Lodge No. 122.

Brother Greer joined the Perth town council in 1968 and was elected reeve (presiding officer) by acclamation in the 1974 municipal election. His appointment as mayor succeeding deceased Art Daines, was approved by unanimous vote.

Negotiations continue with railways on 1976 contract

As the new year began, the Signalmen and other railway unions continue to work toward a settlement with the railways on a 1976 agreement.

Obituaries

Clinton C. Hurlbut, retired signal maintainer for the former New York, New Haven & Hartford, at Hartford, CT, died in 1974. Brother Hurlbut had completed 49 years service with the NH when he retired in 1961. He had also held the positions of signal gang foreman and signal maintenance foreman. He was active in BofRS affairs having served for several years as local chairman of Nutmeg Local No. 7. He had also served as a delegate to the 1920 BofRS convention.

H. T. Orr, retired superintendent signals and communications, Chicago & Eastern Illinois, died recently.

R. W. Troth, retired general superintendent communications and signals, St. Louis-San Francisco, died recently.

W. R. Pickering, retired signal foreman with the former Chicago & Alton, later Gulf, Mobile & Ohio, now Illinois Central Gulf, at Bloomington, IL, died Nov. 4, 1975 in Tarpon Springs, FL. Brother Pickering had completed 47 years of signal service when he retired in 1960. He was a charter member of Alton Lodge No. 85 and had been very active in BofRS affairs. He had served as chief signalman, recording and financial secretary, local and general chairman. He had been a delegate at several BofRS conventions. At one time, his wife had been a member of Lodge 85 and had been a cook in her husband's signal gang. Mrs. Pickering died in 1970. The officers and members of Lodge No. 85 extend their deepest sympathy to the family of Brother Pickering.

R. C. Adams, retired signalman on the Southern Pacific's Los Angeles division and a member of Los Angeles Lodge No. 104, died recently.

R. A. Myrick, signalman on the Western Division, Southern Pacific, and a member of P. J. Lukes Lodge No. 153, died recently.

William G. Collins, retired signalman at Knoxville, TN for the Louisville & Nashville, died recently. Brother Collins was a member of Corbin Lodge No. 158.

Walter J. Rudisill, retired signal maintainer for the Southern at Charlotte, NC, died recently. Brother Rudisill was a member of Walters Lodge No. 110.

William R. Burnett, retired signal maintainer on the Scioto division, Norfolk & Western, died July 28, 1975. Brother Burnett had been a member of Goodwin Lodge No. 77.

Rice M. Tennyson, retired signal maintainer at Crewe, VA on the Norfolk & Western, died July 12, 1975. Brother Tennyson was a member of Goodwin Lodge No. 77.

William J. Stewart, 53, signal maintainer at Ashland, KY for the Chessie System, died recently. Brother Stewart was a member of Russell Lodge No. 139.

E. J. Thomas, retired assistant signalman for the Baltimore & Ohio at Point Rock, MD, died recently. Brother Thomas had completed 46 years service with the railway when he retired in 1963. He was a member of Monumental City Lodge No. 31.

Paul Konrath, retired signal maintainer for the Chicago & North Western at Green Bay, WI, died in August, 1975. Brother Konrath had completed 48 years service with the railway when he retired in 1964. He was a member of J. C. Gerke Lodge No. 9.

Attorneys can help on FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

Aurora, CO 80010
John J. Rossi, Morrisard & Rossi, 1901 Peoria St., Suite 202
Tel. (303) 366-3501

Baltimore, MD 21202
Savage, Jones, Tingle & Schwartzman, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. (301) 685-2713

Bergenfield, NJ 07621
Charles J. Tyne, 104 North Washington Ave.
Tel. (201) 384-9433

Birmingham, AL 35203
Rives, Peterson, Pettus, Conway, Elliot & Small, 800 First National-Southern Natural Bldg., 1900 Fifth Ave., North
Tel. (205) 328-8141

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Signalman's worksheet

Automatic block signaling, single direction running

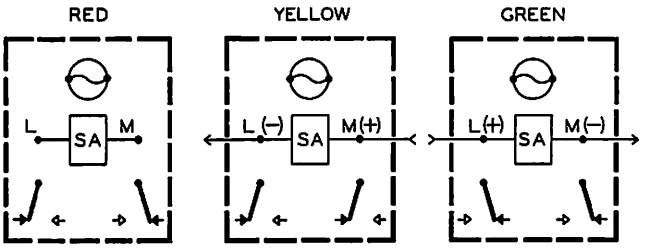


Fig. 206: Type SA searchlight signal contact positions (shown facing terminal block).

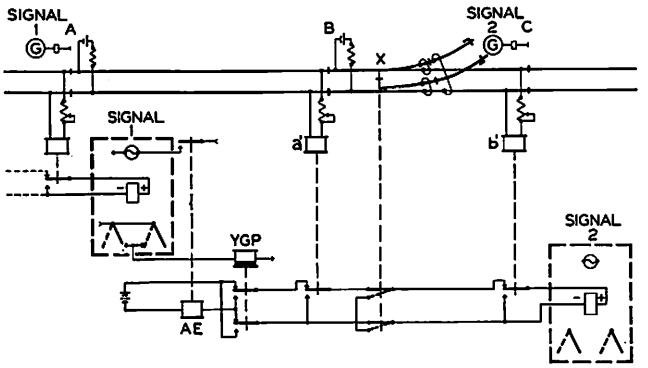


Fig. 207: Simplified circuit for 2-block, 3-aspect signaling with polarized line circuit.

Polarized line control

The next step is to use a three-position polarized relay, thus cutting our line wire requirements to two.

Let's pause a moment here to consider the signals we are using. Thus far we have been controlling color-light signals without moving parts—with a lamp for each colored roundel. Figure 206 shows how the G-R-S Type SA searchlight signal, for example, changes its aspects and contact positions in response to its control circuit. Thus we can connect a signal of this type directly to a polarized line control, and we can use its contacts to furnish a distant control for the signal in the rear.

Now let's look at Figure 207, where we have polarized line control of SA signals. This circuit does three major things.

First, it detects the condition of the track between signal 1 and 2. This is accomplished by breaking the control wires through contacts on track relays a' and b' and on switch circuit controller X. With any contact on a', b', or X open, as would be the case if a train were occupying the block between the two signals, a rail were broken, or a switch misplaced, signal 2 would display a red aspect.

Second, if signal 1 is in the stop position, relay YGP would be deenergized, causing signal 2 to display a yellow aspect.

Third, if signal 1 is yellow or green, relay YGP is energized, and signal 2 will display a green aspect.

The YGP relay is a slow-acting relay in order to prevent the control circuit for signal 2 from opening momentarily while signal 1 changes from yellow to green or vice versa. If this were permitted, signal 2 would flash from green to yellow and back to green.

To conserve electrical energy, especially if primary cells are used, it is desirable to have the signals dark, and to light them only on the approach of a train. One scheme to accomplish this is to control the light circuit through a back contact on relay AE which is in series with the control of signal 2 and will be deenergized when a train is occupying block AC. Another scheme is to reverse the relay and battery on track circuit AB and control the light circuit through a back contact on the track relay.

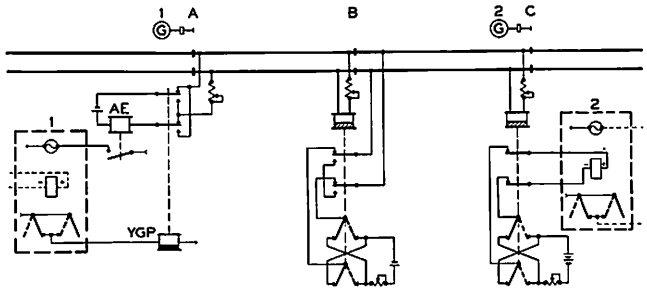


Fig. 208: Simplified circuit for 2-block, 3-aspect signaling with polarized track circuits.

Polarized track circuit control

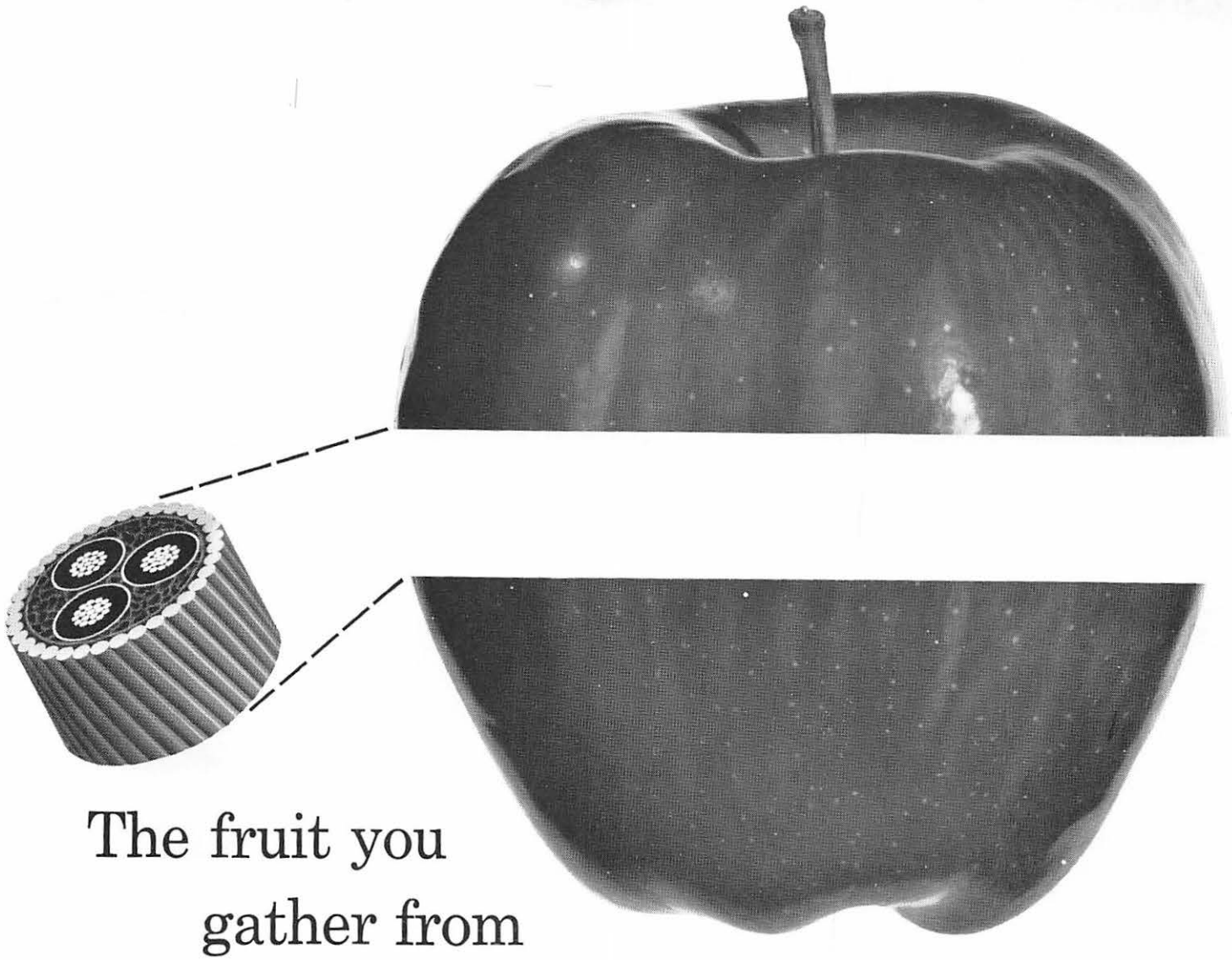
Figure 208 shows a scheme commonly referred to as polarized track.

The three aspects are obtained as follows: red—by the track relay deenergized; yellow—by the track relay energized by one polarity; and green—by the track relay energized by the other polarity.

Because polarized track relays must be operated on relatively short track circuits, usually not exceeding 3000 feet, the track energy is relayed in order to convey the necessary information from one signal to the next.

Energy is fed to the track through a signal repeating relay YGP, which is deenergized when the signal is red and energized when the signal is yellow or green. This relay pole changes the track energy so that when signal 1 is red and the YGP relay is down, the polarity on the track will cause signal 2 to display yellow, and with YGP up signal 2 will show green.

With this arrangement, it is always necessary to feed energy to the track in the approach to a signal. For approach lighting a series relay (AE) is inserted in the track feed. This relay is so designed that the normal flow of current that is required to operate the track relay is insufficient to cause AE to close its front contacts. However, when a train enters the track circuit and shunts out the track relay, the current flow is increased, and AE closes its front contacts and lights the signal.



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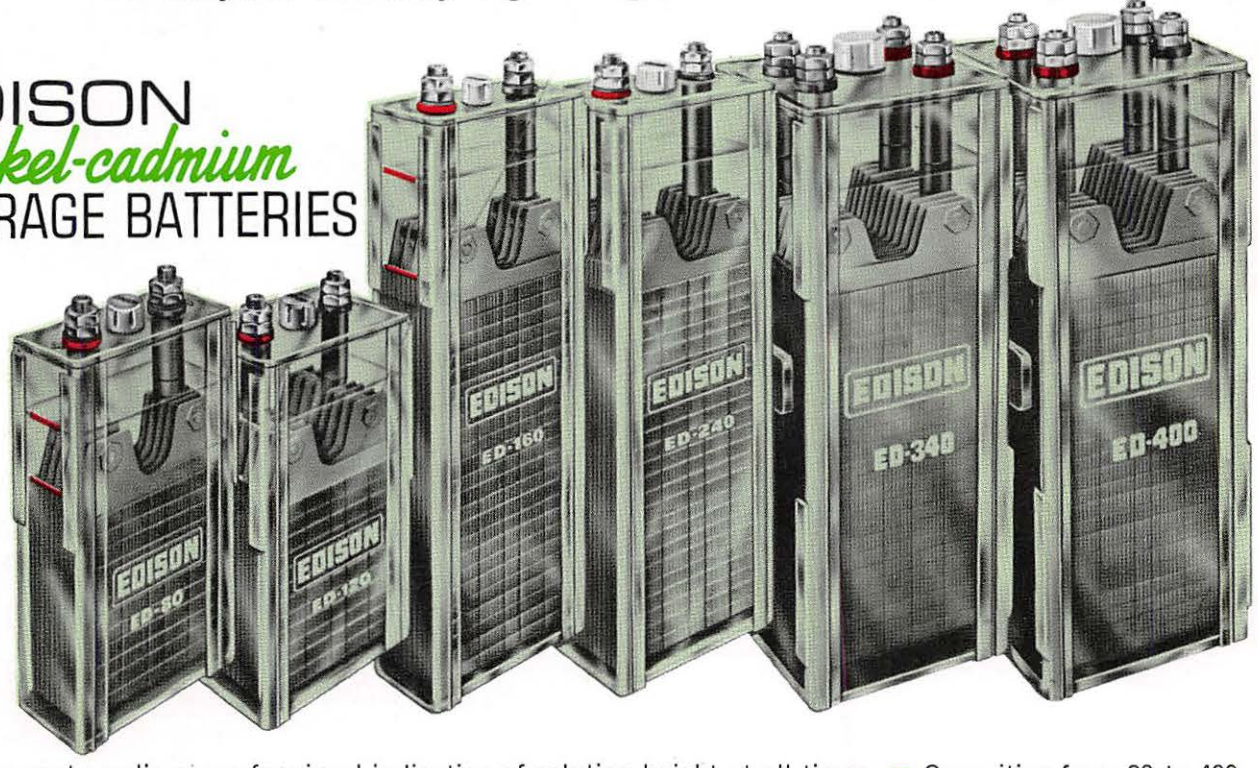

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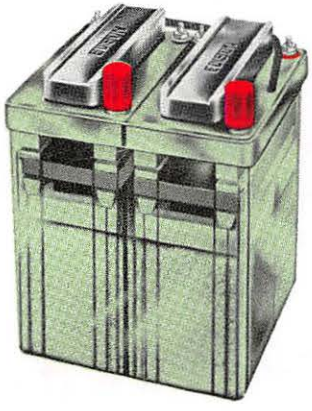

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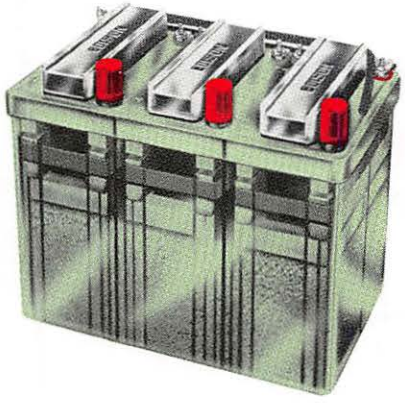

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